

Project Name: Commercial Recycling Marketing & Promotions

**FIRST AMENDMENT TO AGREEMENT
FOR MARKETING CONSULTATION & PROMOTIONAL SERVICES**

This Amendment is entered into this 19Th day of July 2007, by and between the City of Milpitas, a municipal corporation of the State of California (hereafter referred to as "CITY") and Pat Davis Design Group, Inc. (hereafter referred to as "CONSULTANT").

RECITALS

WHEREAS, the parties entered into an Agreement for professional marketing and promotions services for the Commercial Recycling Program (CRP), on April 3, 2007; and

WHEREAS, the parties desire to amend the Agreement to extended marketing promotions and outreach to Milpitas businesses for participation in the CRP on June 19, 2007.

NOW THEREFORE, in consideration of the mutual covenants and conditions herein contained, the parties agree to amend the Agreement as follows:

1. The first sentence in Subsection 1.1 entitled "Term of Services" is amended to read:

The term of this Agreement shall begin on the date first noted above and shall end on November 30, 2007.

2. Section 1 entitled "Scope of Services" is amended by adding Exhibit "A-1", which is attached hereto and incorporated by reference herein.
3. Section 2, entitled "Compensation Schedule" is amended to add \$30,000 in Exhibit "B-1", which is attached hereto and incorporated by reference herein. Section 2 is further amended by changing the following at the beginning of the Section:

CITY hereby agrees to pay CONSULTANT an amount not to exceed \$55,000 for all services to be performed and reimbursable costs incurred under this Agreement.

4. The CONSULTANT agrees to maintain and pay for all insurance policies as stated in Section 4, entitled "Insurance Requirements" of the Agreement dated April 3, 2007, between CONSULTANT and the CITY. The CONSULTANT shall provide the CITY with renewal certificates of the current policies upon the expiration of the current policy.
5. All other provisions of the Agreement shall remain in full force and effect.

This Amendment is executed as of the date written above.

APPROVED BY:

CITY OF MILPITAS

CONSULTANT

Greg Armendariz
City Engineer/PW Director as to content

Pat Davis
President

Thomas C. Williams
City Manager

Steven T. Mattas
City Attorney as to form

ATTESTED BY:

Mary Lavelle
City Clerk

Exhibit A-1 Consultant Services

Pat Davis Design Group, Inc. (PDDG) shall provide all design, copy writing and print services for the following Commercial Recycling Program materials with support and approval from the City representative. All mailing lists shall be provided by the City representative in Excel spreadsheet format. PDDG shall provide all printed materials using paper with a minimum of 30% post consumer recycled content. Printed materials shall state "Printed on Recycled Paper" or other agreed-upon statement and / or recycled-content symbol.

Project 5 – Direct mail to approximately 780 businesses. Format shall follow the "Team Recycle" format developed for previous mailers. The mailer shall include an update of citywide recycling efforts and written incentives for participation. City agrees to provide postage costs upon coordination of mailing preparation by PDDG. Mailers shall be delivered to a United States Postal Service post office by August 17, 2007.

Project 6 – Creative development and production, including copy writing, design layout, and photo manipulation, of three (3) full page, full color newspaper advertisements. Each ad shall provide recognition to both current participants and new participants to congratulate qualified businesses for joining "Team Recycle." City representative shall provide background information for each company being recognized, provide photos of company representatives and / or storefronts with employees, and coordinate advertising placements. Advertisements shall be provided in high resolution, PDF electronic format. First advertisement shall be completed August 31, 2007; second advertisement by September 21, 2007; third advertisement by October 19, 2007.

Project 7 – Design, write and print a paycheck attachment / envelopment stuffer that thanks employees for participating in the Commercial Recycling Program. City representative shall provide total print quantity that shall be within estimated cost. Item shall be produced in conjunction with Project 5 schedule.

EXHIBIT B-1
COMPENSATION SCHEDULE

Project 5 – Itemized project costs are “not-to-exceed” amounts as follows:
design, \$4,000; copy writing, \$1,000; stock photography, \$500; printing \$2,500.

SUBTOTAL including sales tax: \$8,660.00.

Projects 6 – Itemized project costs are “not-to-exceed” amounts as follows:
design, \$6,000; copy writing, \$3,000; photo manipulation, as needed, \$3,000.

SUBTOTAL including sales tax: \$12,990.00

Project 7 – Itemized project costs are “not-to-exceed” amounts as follows:
design, \$1,500; copy writing, \$750; stock photography, \$500; printing \$4,000.

SUBTOTAL including sales tax: \$7,310.00

Total costs for projects listed above including sales tax and shipping shall not exceed \$30,000.00.